THE HONOURABLE SRI JUSTICE C.V. RAMULU

W.P.Nos.16449 and 22616 of 2007

DATED: 30.11.2007

Between:

Coal Mines Provident Fund Employees Union, a Regd. Trade Union, Hyderabad, rep. by its President Sri P.C. Ramakrishnayya and another.

.. Petitioners

And

Union of India, rep. by its Secretary, Department of Coal, New Delhi and others.

.. Respondents

THE HONOURABLE SRI JUSTICE C.V. RAMULU

Writ Petition Nos.16449 and 22616 of 2007

COMMON ORDER:

In these two writ petitions, common questions of law and fact arise for consideration and, therefore, they are being disposed of by this common order.

2. It appears, the Regional Office of the Coal Mines Provident Fund Organization (for short 'the Organization') is located at Kothapet, Hyderabad. When there was a proposal by the management for shifting the said Regional Office from Hyderabad to Godavarikhani, the Coal Mines Provident Fund Employees Union (for short 'the Union') raised a dispute, opposing the shifting, and that was ultimately ended in conciliation and the parties entered into a settlement under Section 12 (3) of the Industrial Disputes Act, 1947 (for short 'the Act'), on 31.01.2006, according to which, the Regional Office is supposed to be retained and functioned at Hyderabad only, instead of shifting to Godavarikhani. While so, now the grievance of the Union is that, contrary to the said settlement, the management is trying to shift the office to Godavarikhani from Hyderabad.

3. Per contra, the case of the management is that the earlier writ petition filed by the Employees Union of the Organization, questioning the shifting of Regional Office from Hyderabad to Godavarikhani, was dismissed by this Court and the same attained finality in the special

leave petition preferred by the Union before the Supreme Court and, thereafter, there was no settlement between the parties. Further, it is asserted by the management that the settlement in question, dated 31.01.2006, was signed by one R.S.Kashyap, Assistant Commissioner of the Organization, who was not at all authorized to enter into such settlement and, therefore, the said settlement has no validity.

4. I have given my earnest consideration to the respective submissions made by the learned counsel on either side and perused the material made available on record.

5. From the above, one thing is clear that the existence of the said settlement, dated 31.01.2006, is not in dispute. So long as the settlement is subsisting, it is binding on both the parties. If really, the person, who signed the said settlement on behalf of the management, was incompetent to do so, it is always open for the management to approach the appropriate authority and get the said settlement cancelled, by following due process of law. Of course, the learned Assistant Solicitor General as well as the learned counsel for the Singareni Collieries Company Limited, which was impleaded as one of the respondents in W.P.No.16449 of 2007, have submitted that office has already been shifted to Godavarikhani. The Union, however, denied the same. So long as the settlement is in force, status of location of the office as of now cannot be disturbed.

6. Under those circumstances, no reliefs as sought for in W.P.No.22616 of 2007 can be granted by this Court except leaving liberty to the management to approach the competent authority for getting the settlement, dated 31.01.2006, entered into between the parties under Section 12 (3) of the Act, cancelled, by following due

process of law. The parties are at liberty to raise all tenable objections in this regard before such competent authority. However, till completion of the said process, status quo obtaining as on today, as to the status of the Regional Office of the Organization, shall be maintained.

7. With the above directions, both the writ petitions are disposed of. No order as to costs.

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JUSTICE C.V. RAMULU

30th November, 2007.
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